

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

AMERICAN HOME ASSURANCE  
COMPANY  
a/s/o GENTEX CORPORATION

Plaintiff,

CIVIL ACTION  
NO.: 07-CV-7930(CBD)

-against-

CENTRAL TRANSPORT, INC.  
Defendants.

**AFFIDAVIT**

The undersigned does hereby declare under penalty of perjury that they are competent to testify, and that the statement below is true and correct based on their personal knowledge:

1. I have personal knowledge of the facts stated herein and understand the contents herein to be true and correct to the best of my knowledge, information and belief.
2. I am currently employed by Central Transport International, Inc. ("CTI") and I am authorized to execute this Affidavit on behalf of CTI.
3. CTI operates as an interstate motor carrier providing commercial freight transportation services.
4. CTI is a party to a Broker/Carrier Agreement ("the Contract") with Universal Traffic Service ("UTS"). The Contract is currently in effect and has been in effect since on or about July 15, 1998.
5. UTS operates as a freight broker in accordance with 49 U.S.C. § 13012. As a freight broker, UTS arranges for the transportation of freight by motor carrier on behalf of its shipper customers and/or its consignee customers.
6. The Agreement governs the transportation of certain freight transported by CTI at the request of UTS on behalf of UTS's customers.

7. On or about May 25, 2006, certain freight ("the Freight") was transported by CTI pursuant to bill of lading 495-288534-1 from Zeeland, Michigan, to San Diego, California. The transportation of the Freight was pursuant to the Contract, at the request of UTS on behalf of its customer, Gentex. The movement of the Freight was subject to the terms and conditions of the Contract.

8. After delivery of the Freight, a claim ("the Claim") for alleged damage to the Freight was made with CTI, which was disputed by CTI, and has prompted the filing of this lawsuit.

9. The last sentence of the Agreement provides that any dispute under this Agreement shall be submitted to the jurisdiction of the federal or state courts in Kent County, Michigan. A true and correct copy of the Contract, from which confidential and proprietary pricing schedules have been withheld, is attached hereto as Exhibit 1.

I declare under penalty of perjury, pursuant to the laws of the State of Michigan and the United States of America, that the foregoing statements are true and correct and within my personal knowledge:

Jan L. Benelli  
Title: Pricing Dept. Manager  
Central Transport International, Inc.



Sworn to and subscribed before me, this the 2nd day of November, 2007.

Erin K Canu  
Notary Public

My Commission Expires: 2/11/2013

